

RESOLUTION NO. R2020-\_\_\_\_\_

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL  
AUTHORIZING COOPERATIVE AGREEMENT BETWEEN THE CITY AND  
THE UTAH DEPARTMENT OF TRANSPORTATION REGARDING  
REMOVAL OF A BUS STOP AT 940 WEST AND 3300 SOUTH

WHEREAS, the Utah Transit Authority (“UTA”) desires to relocate a bus stop from 940 West 3300 South and such relocation results in the need to remove the existing bus stop shelter and make necessary landscaping and infrastructure repairs;

WHEREAS, the Utah Department of Transportation (“UDOT”) desire to share the costs and responsibilities of such relocation in accordance with the terms of the Cooperative Agreement Between the Utah Department of Transportation (UDOT) and the City of South Salt Lake (the “Agreement”) which is attached hereto as “Exhibit A” and incorporated by reference;

WHEREAS, the City and UDOT are both public agencies and defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.;

WHEREAS, the City and UDOT agree that it is in the best interests of both agencies to enter into the Agreement;

WHEREAS, the Agreement between the City and UDOT provides for acquisition or construction of a facility or an improvement to real property;

WHEREAS, the Interlocal Cooperation Act requires the officer vested with the executive power of the City to sign all interlocal cooperation agreements; and

WHEREAS, the Interlocal Cooperation Act requires approval of an interlocal cooperation agreement by the legislative body if the agreement provides for acquisition or construction of a facility or an improvement to real property;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached “Exhibit A,” which governs the removal of a bus stop shelter and at 940 West 3300 South on behalf of the City of South Salt Lake and authorizes the Mayor to sign on behalf of the City.

The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum: \_\_\_\_\_  
deWolfe: \_\_\_\_\_  
Huff: \_\_\_\_\_  
Mila: \_\_\_\_\_  
Pinkney: \_\_\_\_\_  
Siwik: \_\_\_\_\_  
Thomas: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

# Exhibit A

**COOPERATIVE AGREEMENT  
BETWEEN  
THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)  
AND  
THE CITY OF SOUTH SALT LAKE**

**Project No. S-0171(62)9 Pin No. 18314 CID No. 73540**

**This Cooperative Agreement** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **UTAH DEPARTMENT OF TRANSPORTATION, (“UDOT”)**, and **CITY of SOUTH SALT LAKE**, a municipal corporation in the state of Utah (“**City**”).

**SUBJECT;** 940 West and 3300 South (SR-171) UTA Bus Stop Removal Agreement.

- 1. Purpose:** This Cooperative Agreement is intended to clarify the removal and restoration responsibilities for the removal of the UTA Bus Stop at 940 W. and 3300 S. between UDOT and The City of South Salt Lake.
- 2. Reference:** See attached exhibit A for location of the UTA Bus Stop.
- 3. UDOT Responsibilities:** Remove the UTA Bus Stop Shelter, all necessary concrete, including the concrete on Parcel# 401-021, belonging to the City of South Salt Lake and replace the concrete sidewalk excluding the concrete on Parcel# 401-021. This work will be done at UDOT's expense.
- 4. City's Responsibilities:** Install landscaping and irrigation on the Parcel# 401-021 which will require coordination with the property owner to the North, the “Bedrosians”. This work will be done at the City's expense.
- 5.** Each party agrees to hold harmless, defend, and indemnify the other party, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of the party's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from a party's negligent acts, errors or omission in the performance of this project. Both parties are governmental entities of the State of Utah, and nothing herein shall be interpreted as waiving the damage limitations or any other provision of the Utah Governmental Immunity Act. Nothing in this Cooperative Agreement is intended to create additional rights to third parties. This paragraph shall survive termination of this Cooperative Agreement.

6. This Cooperative Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Cooperative Agreement warrants that the person has full legal capacity, power and authority to execute this Cooperative Agreement for and on behalf of the respective party and to bind such party. This Cooperative Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Cooperative Agreement may be delivered by facsimile or electronic mail.
7. Nothing contained in this Cooperative Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
8. Nothing contained in this Cooperative Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
9. This Cooperative Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this Cooperative Agreement shall be binding or valid.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

**ATTEST:**

**City of South Salt Lake**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

By: \_\_\_\_\_

Project Manager, Amber Mortensen

Region Director, Bryan Adams

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Contract Admin.

Date: \_\_\_\_\_

# EXHIBIT A

